

SOLICITATION, OFFER AND AWARD				PAGE OF PAGES 1 90	
1. CONTRACT NO.		2. SOLICITATION NUMBER DTFAWA-08-R-00010		3. SOLICITATION TYPE <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)	
				4. DATE ISSUED 02/14/2008	
6. ISSUED BY Contract Systems Support Branch Federal Aviation Administration 800 Independence Avenue SW Washington DC 20591		CODE ASU0370-ARA		5. REQUISITION/PURCHASE NUMBER	
				7. ADDRESS OFFER TO (If other than Item 6) FEDERAL AVIATION ADMINISTRATION Attn: Ken Carter, Room 707, GG-8 800 Independence Ave, SW Washington, DC 20591	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

8. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if hand carried, in the depository located in See Block 7 until 1400 ET local time 03/20/2008
(Hour) (Date)

CAUTION: LATE Submissions, Modifications and Withdrawals. All offers are subject to all terms and conditions contained in this solicitation.

9. FOR INFORMATION CALL	A. NAME Kenneth M. Carter	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 267-3012		C. E-MAIL ADDRESS Kenneth.M.Carter@faa.gov

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OFFER (Must be fully completed by offeror)

NOTE: Item 11 does not apply if the solicitation includes Minimum Bid Acceptance Period.

11. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

12. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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13. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

14A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

14B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	14C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	16. SIGNATURE	17. OFFER DATE

AWARD (To be completed by CONTRACT AUTHORITY)

18. ACCEPTED AS TO ITEMS NUMBERED	19. AMOUNT	20. ACCOUNTING AND APPROPRIATION	
21. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:		22. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
23. ADMINISTERED BY (If other than Item 6) CODE		24. PAYMENT WILL BE MADE BY CODE	
25. NAME OF CONTRACTING OFFICER (Type or print) Brian D. Anderson		26. CONTRACT AUTHORITY (Signature of Contracting Officer)	
		27. AWARD DATE	

IMPORTANT - Award will be made on this Form, or by other authorized official written notice.

PART I - SECTION B
SUPPLIES OR SERVICES AND PRICES/COST

The contractor shall furnish all labor, facilities, materials, services, transportation, preservation, packaging, packing and marking required to furnish and supply items set forth below all in accordance with (IAW) the terms, conditions, and provisions set forth herein. Detailed descriptions of the supplies or services to be furnished can be found in Section C. See Section H, H.1 for ordering procedures.

Schedule I -- Base Contract Year
Contract Line Item Numbers (CLIN)

B.1(a) Software/Hardware. The contractor shall furnish/supply software, software configuration, equipment installation and ancillary equipment in accordance with all terms, conditions, and provisions set forth herein.

ESTIMATED		UNIT		
ITEM	SUPPLIES			
	QUANTITY	UNIT	PRICE	TOTAL PRICE
0001 Site Modeling and Site Survey Report.				
	IAW Section-C, SOW, paragraph 3.4, and CDRL Data Item No. E002 in Attachments J.5& J.6.			
	<u> 4 </u>	SITE	\$ <u> </u>	\$ <u> </u>
0002 Programmable Logic Controllers (PLC) Mapping Report				
	IAW Section-C, SOW, paragraph 3.5, and CDRL Data Item No. E003 in Attachments J.5& J.6.			
	<u> 4 </u>	SITE	\$ <u> </u>	\$ <u> </u>
0003 Software Integration Report				
	IAW Section-C, SOW, paragraph 3.6, and CDRL Data Item No. E004 in Attachments J.5& J.6.			
	<u> 4 </u>	SITE	\$ <u> </u>	\$ <u> </u>
0004 Paladin Foreseer and Bundled Software Licenses				
	IAW Section-C, SOW, paragraph 3.3.1.2; and CDRL Data Item No. E001, and CDRL Data Item No. L005 in Attachments J.5& J.6.			
	<u> 4 </u>	EACH	\$ <u> </u>	\$ <u> </u>
0005 Paladin Plug In Module - Crystal Reporting				
	IAW Section-C, SOW, paragraph 3.3.1.3, and CDRL Data Item No. E001, and CDRL Data Item No. L005 in Attachments J.5& J.6			
	<u> 1 </u>	EACH	\$ <u> </u>	\$ <u> </u>
0006 Paladin Plug In Module – Arc Flash Energy				
	IAW Section-C, SOW, paragraph 3.3.1.4, and CDRL Data Item No. E001, and CDRL Data Item No. L005 in Attachments J.5& J.6			
	<u> 1 </u>	EACH	\$ <u> </u>	\$ <u> </u>

0007 Paladin Designer Software, LicenseIAW Section-C, SOW, paragraph 3.3.1.5, and
CDRL Data Item No. E001, and CDRL
Data Item No. L005 in Attachments J.5& J.670 EACH \$ _____ \$ _____**0008 Enterprise System****0008A Paladin VI Enterprise Server Software, License, configuration, and integration.**IAW Section-C, SOW, paragraph 3.3.1.6, and
CDRL Data Item No. E001, and CDRL
Data Item No. L005 in Attachments J.5& J.61 EACH \$ _____ \$ _____**0008B Paladin Channel Up-Grade, License**IAW Section-C, SOW, paragraph 3.3.1.7, and
CDRL Data Item No. E001, and CDRL
Data Item No. L005 in Attachments J.5& J.61 EACH \$ _____ \$ _____**B.1(b) Ancillary Services.****0009 Training.** IAW Section-C, SOW, paragraph 3.10, and Course Syllabus IAW CDRL Data Item No. T002;
Course Material IAW CDRL Data Item No. T001;
Attachments J.5& J.6.**0009A Factory Training, per Student**5 EACH \$ _____ \$ _____
Minimum 5, Maximum 10 students per class**0009B On-Site Training, per Site**1 SITE \$ _____ \$ _____
Minimum 5, Maximum 10 students per class**B.1(c) Program Management.****0010 Program Management.** IAW Statement of Work (SOW), Section C, paragraph 3.0, and
IAW CDRL: M001 Program Plan and CDRL: Q001 Quality Assurance Plan.**0010A Program Management Report**IAW CDRL Data Item No. M002;
Attachments J.5 & J.6.12 EACH \$ _____ \$ _____**0010B Conferences and Meetings.**IAW Statement of Work (SOW), Section C,
paragraph 3.1.3. Cost per staff per hour70 HOUR \$ _____ \$ _____

B.1(d) Logistics Support.**0011 Help-Line Services** IAW Statement of Work (SOW), Section C, paragraph 3.8 a&b.

In-Plant Non-Emergency Technical Assistance

1 YEAR \$ _____ \$ _____

In-Plant Emergency Technical Assistance

1 YEAR \$ _____ \$ _____**0012 On-Site Support** IAW Statement of Work (SOW), Section C, paragraph 3.8c.

Does not include travel or per diem costs.

Service Level 0120 HOUR \$ _____ \$ _____**Service Level 02**36 HOUR \$ _____ \$ _____**B.1(e) Travel and Subsistence Support.****0013 Travel Support.** Applicable to CLINs 0009B, 0010B, and 0012 support effort. Reimbursement at cost IAW the Federal Travel Regulation and the FAA Travel Policy; See H.4.

NTE \$ _____ \$3,000

0014 Subsistence Support (Per Diem). Applicable to CLINs 0009B, 0010B, and 0012 support effort. Reimbursement at cost IAW the Federal Travel Regulation and the FAA Travel Policy; See H.4.

NTE \$ _____ \$3,000

B.1(f) Materials.**0015 Materials.** Contractor furnished direct materials necessary to accomplish tasks related to CLIN 0012. Reimbursement at cost.

NTE \$ _____ \$500

Minimum Guaranteed Quantity/Estimated Contract Value/Maximum Limitations of Orders.

The minimum guaranteed quantity this Base contract year is \$170,000. The maximum estimated dollar value of orders to be placed against this contract during this Base contract year is \$1,785,800.

Estimated Contract Value/Maximum Limitations of Orders. The maximum estimated dollar value of orders to be placed against this contract during the base and four option years is \$8,341,080.

B.2 Contract Prices (Applicable to Base contract year and four Option years).

(a) The pricing methods/arrangements set forth at B.3 below will be used in pricing contract effort for all contract line item numbers (CLINs) as described at B.1(a) through B.1(f), as well as elsewhere in Part I--The Schedule, and applicable attachments and exhibits.

(b) CLINs 0001 through 0003 price include travel and per diem costs within the contiguous 48 States. Travel outside the 48 States price differentials are reimbursed at cost.

(c) CLINs 0001 through 0003 price will include shipping drawings and/or reports to Auburn, Washington, as applicable.

(d) CLINs 0004 through 0008 include FOB destination delivery within the contiguous 48 States. Shipping outside the 48 States price differentials are reimbursed at cost.

(e) CLIN 0012 that identify services to be performed at an hourly rate, services are to be performed based on the service categories (Service-01 24 hour response, /\$ _____ per hour and Service-02, 5 day response, /\$ _____ per hour).

B.3 Contract Pricing Methods/Arrangements.

(a) CLINs 0001 through 0008, and CLINs in corresponding Option contract years 1 through 4, are priced on a firm-fixed-price basis.

(b) CLIN 0015, and corresponding Option contract years 1 through 4, pricing will be at the contractor's cost. See H.3(a).

(c) CLINs 0010B and 0012 are priced on a time-and materials basis with payments made IAW AMS clause 3.3.1-5, Payments Under Time-and-Materials and Labor-Hour Contracts.

(d) CLINs 0013 and 0014 and corresponding CLINs for Option contract years 1 through 4 are priced on a reimbursable basis IAW travel Policy (FAATP); see H.5, Reimbursement of Travel Costs.

B.4 Corresponding CLINs for Contract Base Years and Options I through IV.

Base Year	Option I	Option II	Option III	Option IV
<i>B.1(a)</i>	<i>B.1(a)</i>	<i>B.1(a)</i>	<i>B.1(a)</i>	<i>B.1(a)</i>
0001	1001	2001	3001	4001
0002	1002	2002	3002	4002
0003	1003	2003	3003	4003
0004	1004	2004	3004	4004
0005	1005	2005	3005	4005
0006	1006	2006	3006	4006
0007	1007	2007	3007	4007
0008	1008	2008	3008	4008
<i>B.1(b)</i>	<i>B.1(b)</i>	<i>B.1(b)</i>	<i>B.1(b)</i>	<i>B.1(b)</i>
0009	1009	2009	3009	4009

Base Year	Option I	Option II	Option III	Option IV
<i>B.1(c)</i>	<i>B.1(c)</i>	<i>B.1(c)</i>	<i>B.1(c)</i>	<i>B.1(c)</i>
0010	1010	2010	3010	4010
<i>B.1(d)</i>	<i>B.1(d)</i>	<i>B.1(d)</i>	<i>B.1(d)</i>	<i>B.1(d)</i>
0011	1011	2011	3011	4011
0012	1012	2012	3012	4012
<i>B.1(e)</i>	<i>B.1(e)</i>	<i>B.1(e)</i>	<i>B.1(e)</i>	<i>B.1(e)</i>
0013	1013	2013	3013	4013
0014	1014	2014	3014	4014
<i>B.1(f)</i>	<i>B.1(f)</i>	<i>B.1(f)</i>	<i>B.1(f)</i>	<i>B.1(f)</i>
0015	1015	2015	3015	4015

**Schedule I – First Option Contract Year
Contract Line Item Numbers (CLIN)**

B.1(a) Software/Hardware. The contractor shall furnish/supply software, software configuration, equipment installation and ancillary equipment in accordance with all terms, conditions, and provisions set forth herein.

ITEM	ESTIMATED		UNIT	
	SUPPLIES	QUANTITY	UNIT	PRICE
				TOTAL PRICE
1001	Site Modeling and Site Survey Report. IAW Section-C, SOW, paragraph 3.4, and CDRL Data Item No. E002 in Attachments J.5& J.6.	<u> 4 </u>	SITE	\$ <u> </u>
1002	Programmable Logic Controllers (PLC) Mapping Report IAW Section-C, SOW, paragraph 3.5, and CDRL Data Item No. E003 in Attachments J.5& J.6.	<u> 4 </u>	SITE	\$ <u> </u>
1003	Software Integration Report IAW Section-C, SOW, paragraph 3.6, and CDRL Data Item No. E004 in Attachments J.5& J.6.	<u> 4 </u>	SITE	\$ <u> </u>
1004	Paladin Foreseer and Bundled Software Licenses IAW Section-C, SOW, paragraph 3.3.1.2; and CDRL Data Item No. E001, and CDRL Data Item No. L005 in Attachments J.5& J.6.	<u> 4 </u>	EACH	\$ <u> </u>
1005	Paladin Plug In Module - Crystal Reporting IAW Section-C, SOW, paragraph 3.3.1.3, and CDRL Data Item No. E001, and CDRL Data Item No. L005 in Attachments J.5& J.6	<u> 1 </u>	EACH	\$ <u> </u>
1006	Paladin Plug In Module – Arc Flash Energy IAW Section-C, SOW, paragraph 3.3.1.4, and CDRL Data Item No. E001, and CDRL Data Item No. L005 in Attachments J.5& J.6	<u> 1 </u>	EACH	\$ <u> </u>
1007	Paladin Designer Software, License IAW Section-C, SOW, paragraph 3.3.1.5, and CDRL Data Item No. E001, and CDRL Data Item No. L005 in Attachments J.5& J.6	<u> 70 </u>	EACH	\$ <u> </u>

1008 Enterprise System**1008A Paladin VI Enterprise Server Software, License, configuration, and integration.**

IAW Section-C, SOW, paragraph 3.3.1.6.

1	EACH	\$	\$
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1008B Paladin Channel Up-Grade, License

IAW Section-C, SOW, paragraph 3.3.1.7, and

CDRL Data Item No. E001, and CDRL

Data Item No. L005 in Attachments J.5& J.6

1	EACH	\$	\$
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B.1(b) Ancillary Services.**1009 Training.** IAW Section-C, SOW, paragraph 3.10, and Course Syllabus IAW CDRL Data Item No. T002; Course Material IAW CDRL Data Item No. T001; Attachments J.5& J.6.**1009A Factory Training, per Student**

5	EACH	\$	\$
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Minimum 5, Maximum 10 students per class

1009B On-Site Training, per Site

1	SITE	\$	\$
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Minimum 5, Maximum 10 students per class

B.1(c) Program Management.**1010 Program Management.** IAW Statement of Work (SOW), Section C, paragraph 3.0, and IAW CDRL: M001 Program Plan and CDRL: Q001 Quality Assurance Plan.**1010A Program Management Report**

IAW CDRL Data Item No. M002;

Attachments J.5 & J.6.

12	EACH	\$	\$
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1010B Conferences and Meetings.

IAW Statement of Work (SOW), Section C, paragraph 3.1.3. Cost per staff per hour

70	HOUR	\$	\$
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B.1(d) Logistics Support.**1011 Help-Line Services** IAW Statement of Work (SOW), Section C, paragraph 3.8 a&b.**In-Plant Non-Emergency Technical Assistance**

1	YEAR	\$	\$
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In-Plant Emergency Technical Assistance

1	YEAR	\$	\$
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1012 On-Site Support IAW Statement of Work (SOW), Section C, paragraph 3.8c.

Does not include travel or per diem costs.

Service Level 01	20	HOUR	\$	\$
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Service Level 02	36	HOUR	\$	\$
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B.1(e) Travel and Subsistence Support.

- 1013 Travel Support.** Applicable to CLINs 1009B, 1010B, and 1012 support effort. Reimbursement at cost IAW the Federal Travel Regulation and the FAA Travel Policy; See H.4.

NTE	\$ _____	<u>\$3,000</u>
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- 1014 Subsistence Support (Per Diem).** Applicable to CLINs 1009B, 1010B, and 1012 support effort. Reimbursement at cost IAW the Federal Travel Regulation and the FAA Travel Policy; See H.4.

NTE	\$ _____	<u>\$3,000</u>
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B.1(f) Materials.

- 1015 Materials.** Contractor furnished direct materials necessary to accomplish tasks related to CLIN 1012. Reimbursement at cost.

NTE	\$ _____	<u>\$590</u>
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**Schedule I – Second Option Contract Year
Contract Line Item Numbers (CLIN)**

B.1(a) Software/Hardware. The contractor shall furnish/supply software, software configuration, equipment installation and ancillary equipment in accordance with all terms, conditions, and provisions set forth herein.

ITEM	ESTIMATED	UNIT	PRICE	TOTAL PRICE
	SUPPLIES			
	QUANTITY			
2001 Site Modeling and Site Survey Report.				
IAW Section-C, SOW, paragraph 3.4, and CDRL Data Item No. E002 in Attachments J.5& J.6.				
	4	SITE	\$	\$
2002 Programmable Logic Controllers (PLC) Mapping Report				
IAW Section-C, SOW, paragraph 3.5, and CDRL Data Item No. E003 in Attachments J.5& J.6.				
	4	SITE	\$	\$
2003 Software Integration Report				
IAW Section-C, SOW, paragraph 3.6, and CDRL Data Item No. E004 in Attachments J.5& J.6.				
	4	SITE	\$	\$
2004 Paladin Foreseer and Bundled Software Licenses				
IAW Section-C, SOW, paragraph 3.3.1.2; and CDRL Data Item No. E001, and CDRL Data Item No. L005 in Attachments J.5& J.6				
	4	EACH	\$	\$
2005 Paladin Plug In Module - Crystal Reporting				
IAW Section-C, SOW, paragraph 3.3.1.3, and CDRL Data Item No. E001, and CDRL Data Item No. L005 in Attachments J.5& J.6				
	1	EACH	\$	\$
2006 Paladin Plug In Module – Arc Flash Energy				
IAW Section-C, SOW, paragraph 3.3.1.4, and CDRL Data Item No. E001, and CDRL Data Item No. L005 in Attachments J.5& J.6				
	1	EACH	\$	\$
2007 Paladin Designer Software, License				
IAW Section-C, SOW, paragraph 3.3.1.5, and CDRL Data Item No. E001, and CDRL Data Item No. L005 in Attachments J.5& J.6				
	70	EACH	\$	\$

2008 Enterprise System**2008A Paladin VI Enterprise Server Software, License, configuration, and integration.**

IAW Section-C, SOW, paragraph 3.3.1.6, and
CDRL Data Item No. E001, and CDRL
Data Item No. L005 in Attachments J.5& J.6

1 EACH \$ \$

2008B Paladin Channel Up-Grade, License

IAW Section-C, SOW, paragraph 3.3.1.7, and
CDRL Data Item No. E001, and CDRL
Data Item No. L005 in Attachments J.5& J.6

1 EACH \$ \$

B.1(b) Ancillary Services.

2009 Training. IAW Section-C, SOW, paragraph 3.10, and Course Syllabus IAW CDRL Data Item No. T002;
Course Material IAW CDRL Data Item No. T001;
Attachments J.5& J.6.

2009A Factory Training, per Student

5 EACH \$ \$
Minimum 5, Maximum 10 students per class

2009B On-Site Training, per Site

1 SITE \$ \$
Minimum 5, Maximum 10 students per class

B.1(c) Program Management.

2010 Program Management. IAW Statement of Work (SOW), Section C, paragraph 3.0, and
IAW CDRL: M001 Program Plan and CDRL: Q001 Quality Assurance Plan.

2010A Program Management Report

IAW CDRL Data Item No. M002;
Attachments J.5 & J.6.

12 EACH \$ \$

2010B Conferences and Meetings.

IAW Statement of Work (SOW), Section C,
paragraph 3.1.3. Cost per staff per hour

72 HOUR \$ \$

B.1(d) Logistics Support.**2011 Help-Line Services** IAW Statement of Work
(SOW), Section C, paragraph 3.8 a&b.

In-Plant Non-Emergency Technical Assistance

1 YEAR \$ \$

In-Plant Emergency Technical Assistance

1 YEAR \$ \$

2012 On-Site Support IAW Statement of Work (SOW), Section C, paragraph 3.8c.
Does not include travel or per diem costs.

Service Level 01

20

HOUR

\$

\$

Service Level 02

36

HOUR

\$

\$

B.1(e) Travel and Subsistence Support.

2013 Travel Support. Applicable to CLINs 2009B, 2010B, and 2012 support effort. Reimbursement at cost IAW the Federal Travel Regulation and the FAA Travel Policy; See H.4.

NTE

\$

\$4,000

2014 Subsistence Support (Per Diem). Applicable to CLINs 2009B, 2010B, and 2012 support effort. Reimbursement at cost IAW the Federal Travel Regulation and the FAA Travel Policy; See H.4.

NTE

\$

\$4,000

B.1(f) Materials.

2015 Materials. Contractor furnished direct materials necessary to accomplish tasks related to CLIN 2012. Reimbursement at cost.

NTE

\$

\$630

**Schedule I – Third Option Contract Year
Contract Line Item Numbers (CLIN)**

B.1(a) Software/Hardware. The contractor shall furnish/supply software, software configuration, equipment installation and ancillary equipment in accordance with all terms, conditions, and provisions set forth herein.

ITEM	ESTIMATED		UNIT	
	SUPPLIES	QUANTITY	UNIT	PRICE
				TOTAL PRICE
3001	Site Modeling and Site Survey Report. IAW Section-C, SOW, paragraph 3.4, and CDRL Data Item No. E002 in Attachments J.5& J.6.	4	SITE	\$
3002	Programmable Logic Controllers (PLC) Mapping Report IAW Section-C, SOW, paragraph 3.5, and CDRL Data Item No. E003 in Attachments J.5& J.6.	4	SITE	\$
3003	Software Integration Report IAW Section-C, SOW, paragraph 3.6, and CDRL Data Item No. E004 in Attachments J.5& J.6.	4	SITE	\$
3004	Paladin Foreseer and Bundled Software Licenses IAW Section-C, SOW, paragraph 3.3.1.2; and CDRL Data Item No. E001, and CDRL Data Item No. L005 in Attachments J.5& J.6.	4	EACH	\$
3005	Paladin Plug In Module - Crystal Reporting IAW Section-C, SOW, paragraph 3.3.1.3, and CDRL Data Item No. E001, and CDRL Data Item No. L005 in Attachments J.5& J.6	1	EACH	\$
3006	Paladin Plug In Module – Arc Flash Energy IAW Section-C, SOW, paragraph 3.3.1.4, and CDRL Data Item No. E001, and CDRL Data Item No. L005 in Attachments J.5& J.6	1	EACH	\$
3007	Paladin Designer Software, License IAW Section-C, SOW, paragraph 3.3.1.5, and CDRL Data Item No. E001, and CDRL Data Item No. L005 in Attachments J.5& J.6	70	EACH	\$

3008 Enterprise System**3008A Paladin VI Enterprise Server Software, License, configuration, and integration.**

IAW Section-C, SOW, paragraph 3.3.1.6,

1 EACH \$ _____ \$ _____**3008B Paladin Channel Up-Grade, License**

IAW Section-C, SOW, paragraph 3.3.1.7, and

CDRL Data Item No. E001, and CDRL

Data Item No. L005 in Attachments J.5& J.6

1 EACH \$ _____ \$ _____**B.1(b) Ancillary Services.****3009 Training.** IAW Section-C, SOW, paragraph 3.10, and Course Syllabus IAW CDRL Data Item No. T002;

Course Material IAW CDRL Data Item No. T001;

Attachments J.5& J.6.

3009A Factory Training, per Student5 EACH \$ _____ \$ _____

Minimum 5, Maximum 10 students per class

3009B On-Site Training, per Site1 SITE \$ _____ \$ _____

Minimum 5, Maximum 10 students per class

B.1(c) Program Management.**3010 Program Management.** IAW Statement of Work (SOW), Section C, paragraph 3.0, and

IAW CDRL: M001 Program Plan and CDRL: Q001 Quality Assurance Plan.

3010A Program Management Report

IAW CDRL Data Item No. M002;

Attachments J.5 & J.6.

12 EACH \$ _____ \$ _____**3010B Conferences and Meetings.**

IAW Statement of Work (SOW), Section C,

paragraph 3.1.3. Cost per staff per hour

72 HOUR \$ _____ \$ _____**B.1(d) Logistics Support.****3011 Help-Line Services** IAW Statement of Work

(SOW), Section C, paragraph 3.8 a&b.

In-Plant Non-Emergency Technical Assistance

1 YEAR \$ _____ \$ _____

In-Plant Emergency Technical Assistance

1 YEAR \$ _____ \$ _____**3012 On-Site Support** IAW Statement of Work

(SOW), Section C, paragraph 3.8c.

Does not include travel or per diem costs.

Service Level 01

20 HOUR \$ _____ \$ _____

Service Level 02

36 HOUR \$ _____ \$ _____

B.1(e) Travel and Subsistence Support.

- 3013 Travel Support.** Applicable to CLINs 3009B, 3010B, and 3012 support effort. Reimbursement at cost IAW the Federal Travel Regulation and the FAA Travel Policy; See H.4.

NTE	\$ _____	\$4,000 _____
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- 3014 Subsistence Support (Per Diem).** Applicable to CLINs 3009B, 3010B, and 3012 support effort. Reimbursement at cost IAW the Federal Travel Regulation and the FAA Travel Policy; See H.4.

NTE	\$ _____	\$4,000 _____
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B.1(f) Materials.

- 3015 Materials.** Contractor furnished direct materials necessary to accomplish tasks related to CLIN 3012. Reimbursement at cost.

NTE	\$ _____	\$630 _____
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**Schedule I – Forth Option Contract Year
Contract Line Item Numbers (CLIN)**

B.1(a) Software/Hardware. The contractor shall furnish/supply software, software configuration, equipment installation and ancillary equipment in accordance with all terms, conditions, and provisions set forth herein.

ITEM	ESTIMATED		UNIT	
	SUPPLIES	QUANTITY	UNIT	PRICE
				TOTAL PRICE
4001	Site Modeling and Site Survey Report. IAW Section-C, SOW, paragraph 3.4, and CDRL Data Item No. E002 in Attachments J.5& J.6.	4	SITE	\$
4002	Programmable Logic Controllers (PLC) Mapping Report IAW Section-C, SOW, paragraph 3.5, and CDRL Data Item No. E003 in Attachments J.5& J.6.	4	SITE	\$
4003	Software Integration Report IAW Section-C, SOW, paragraph 3.6, and CDRL Data Item No. E004 in Attachments J.5& J.6.	4	SITE	\$
4004	Paladin Foreseer and Bundled Software Licenses IAW Section-C, SOW, paragraph 3.3.1.2; and CDRL Data Item No. E001, and CDRL Data Item No. L005 in Attachments J.5& J.6.	4	EACH	\$
4005	Paladin Plug In Module - Crystal Reporting IAW Section-C, SOW, paragraph 3.3.1.3, and CDRL Data Item No. E001, and CDRL Data Item No. L005 in Attachments J.5& J.6	1	EACH	\$
4006	Paladin Plug In Module – Arc Flash Energy IAW Section-C, SOW, paragraph 3.3.1.4, and CDRL Data Item No. E001, and CDRL Data Item No. L005 in Attachments J.5& J.6	1	EACH	\$
4007	Paladin Designer Software, License IAW Section-C, SOW, paragraph 3.3.1.5, and CDRL Data Item No. E001, and CDRL Data Item No. L005 in Attachments J.5& J.6	70	EACH	\$

4008 Enterprise System**4008A Paladin VI Enterprise Server Software, License, configuration, and integration.**

IAW Section-C, SOW, paragraph 3.3.1.6, and
CDRL Data Item No. E001, and CDRL
Data Item No. L005 in Attachments J.5& J.6

___1___ EACH \$_____ \$_____

4008B Paladin Channel Up-Grade, License

IAW Section-C, SOW, paragraph 3.3.1.7, and
CDRL Data Item No. E001, and CDRL
Data Item No. L005 in Attachments J.5& J.6

___1___ EACH \$_____ \$_____

B.1(b) Ancillary Services.

4009 Training. IAW Section-C, SOW, paragraph 3.10, and Course Syllabus IAW CDRL Data Item No. T002;
Course Material IAW CDRL Data Item No. T001;
Attachments J.5& J.6.

4009A Factory Training, per Student

___5___ EACH \$_____ \$_____
Minimum 5, Maximum 10 students per class

4009B On-Site Training, per Site

___1___ SITE \$_____ \$_____
Minimum 5, Maximum 10 students per class

B.1(c) Program Management.

4010 Program Management. IAW Statement of Work (SOW), Section C, paragraph 3.0, and
IAW CDRL: M001 Program Plan and CDRL: Q001 Quality Assurance Plan.

4010A Program Management Report

IAW CDRL Data Item No. M002;
Attachments J.5 & J.6.

___12___ EACH \$_____ \$_____

4010B Conferences and Meetings.

IAW Statement of Work (SOW), Section C,
paragraph 3.1.3. Cost per staff per hour

___74___ HOUR \$_____ \$_____

B.1(d) Logistics Support.

4011 Help-Line Services IAW Statement of Work
(SOW), Section C, paragraph 3.8 a&b.

In-Plant Non-Emergency Technical Assistance

___1___ YEAR \$_____ \$_____

In-Plant Emergency Technical Assistance

___1___ YEAR \$_____ \$_____

4012 On-Site Support IAW Statement of Work (SOW), Section C, paragraph 3.8c.

Does not include travel or per diem costs.

Service Level 01

____20____

HOUR

\$ _____

\$ _____

Service Level 02

____36____

HOUR

\$ _____

\$ _____

B.1(e) Travel and Subsistence Support.**4013 Travel Support.** Applicable to CLINs 4009B, 4010B, and 4012 support effort. Reimbursement at cost IAW the Federal Travel Regulation and the FAA Travel Policy; See H.4.

NTE

\$ _____

\$4,000 _____

4014 Subsistence Support (Per Diem). Applicable to CLINs 4009B, 4010B, and 4012 support effort. Reimbursement at cost IAW the Federal Travel Regulation and the FAA Travel Policy; See H.4.

NTE

\$ _____

\$4,000 _____

B.1(f) Materials.**4015 Materials.** Contractor furnished direct materials necessary to accomplish tasks related to CLIN 4012. Reimbursement at cost.

NTE

\$ _____

\$700 _____

PART I – SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT-OF-WORK (SOW)

1.0 INTRODUCTION

The Federal Aviation Administration (FAA) has a requirement for acquisition and installation of a power monitoring system at seventeen (17) Air Route Traffic Control Centers (ARTCC), three (3) Large Terminal Radar Approach Control (TRACON), and one (1) trainer powered by the ARTCC Critical and Essential Power System (ACEPS). The ACEPS Power Monitoring System (APMS) will monitor status of: engine generators, fuel tanks; circuit breakers; Uninterruptible Power Supply(s) (UPS); power distribution equipment; and allow event and power quality analysis and system diagnostic reporting.

1.2 Scope

This SOW defines the FAA's software, hardware, technical support, and training requirements for an ACEPS Power Monitoring System (APMS).

2.0 APPLICABLE DOCUMENTS (NONE)

3.0 REQUIREMENTS

The Contractor shall furnish the necessary personnel, plant, equipment, facilities, materials, and other necessary resources to produce, install configure, and deliver the items described in this SOW. All such items shall be supplied in conformance with the terms and conditions of this SOW, and the SIR documentation. The Contractor shall execute the terms of the contract in accordance with the task/delivery orders and be solely responsible for the administration/management of any subcontracts.

3.1 Program Management

The Contractor shall designate, in writing, a single Point-of-Contact (POC) referred to as Program Manager (PM) to organize, schedule, and report on all elements of this contract. The PM shall be the focal point within the Contractor's organization for all required program efforts: equipment orders, logistics, and training. The PM shall be prepared to discuss the status of contract activities with the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR). The Contractor shall provide all of the necessary management, business and administrative planning, and coordination required to successfully perform all SOW tasking or associated task/delivery orders. The Contractor shall also manage and administer submission of all data items required in each task/delivery order.

3.1.1 Program Plan – **CDRL: M001 Program Plan**

The Contractor shall provide their existing Program Plan, indicating method in which the FAA's work (software, installation, configuration, hardware, technical service, and training) will be functionally integrated into the Contractor's existing management structure.

3.1.2 Program Management Report – **CDRL: M002 Program Management Report**

The Contractor shall maintain a spreadsheet of software, installation, configuration, hardware, technical service, and training work performed. A soft copy of the report is to be emailed to the FAA CO or COTR as requested.

3.1.3 Conferences/Meetings

3.1.3.1 Post Award Conference

The Contractor shall participate with Government representatives in a Post Award Conference (PAC) to be held at the Contractor's facility or facility designated by the CO not later than 30 days after contract

award. The conference will be held to thoroughly review the contract and SOW to ensure all parties have a clear understanding of all contractual requirements. The Government shall propose the agenda and record minutes for the post award conference.

3.1.3.2 Program Management Reviews (PMR)

At the request of the Government, the Contractor shall conduct Program Management Review's (PMR's) to review the contract status in terms of performance and schedule. The CO or the COTR shall notify the contractor at least 20 calendar days in advance of all required briefings, reviews, and agenda items. All program review dates will be designated by the FAA CO or the COTR.

3.1.3.3 Technical Interchange Meetings (TIMS)

The Contractor shall support and participate in TIMS. The purpose of these meetings is to promote a free exchange of ideas between the Contractor and the Government in order to identify and resolve technical problems, including training. The Contractor shall have available the appropriate subject matter experts to respond to Government questions. Unless otherwise stated, all meetings shall be conducted at Government facilities or at the Contractor's facilities, or by teleconference as directed by the CO. The CO shall notify the Contractor of the Government's readiness at least twenty (20) calendar days in advance of the planned start of each TIM. The Government will prepare and submit to the Contractor an agenda for each TIM. The Government will prepare the minutes and an action item list in support of all meetings.

3.2 Quality Control Program – **CDRL: Q001 Quality Assurance Plan**

The Contractor shall provide a copy of their existing Quality Assurance Plan (QAP) for the design, development, evaluation, and furnishing of hardware, software, firmware supplies, services, and associated documentation (including any modification to existing hardware and software). This plan should integrate the FAA's quality control needs into the existing practices without developing a new quality assurance program. The Contractor shall conduct its quality assurance program in accordance with the approved QAP.

3.3 Commercial Off-The-Shelf Software

3.3.1 Software, Firmware and Documentation Copyright, Development and License Rights: **CDRL: E001 Software/Firmware Documentation**

3.3.1.1 The Government shall have full and complete rights to all system software, system firmware and all supporting documentation. The Contractor shall furnish to the Government any software or firmware necessary to alter or modify the 'application' software. The 'executable' source code shall be furnished. The executable code shall be properly annotated and commented. The Government shall have the right to reproduce, copy, alter, use, and/or modify all data, documentation, software, and firmware. The Government agrees to maintain this data in a reasonable secure manner and agrees not to divulge the data to any competitors. The manufacturer shall be required to license the Government to use all applicable software.

3.3.1.2 APMS Server Software.

The APMS consist of Commercial-off-The-Shelf/Non-Developmental Item (COTS/NDI) software as found in the contract Section J, Attachment J.1, EDSA Paladin V Software License List. With the Paladin V, and bundled software, the Paladin V includes the following:

- Paladin V Server Software – Real Time Power Analytics and Health Monitoring. Up to 8000 channels or tags
- 30 Device Driver Pack – Device Driver Interface License
- Waveform Viewer License – PQ Waveform Viewer for Waveform Capable Meters
- HTML Webviews Editor – Creation/Editing/Modifying Webviews, Thin Client Interface

- Paladin V Model Creation Fee – Logical power Flow model and study report
- One (1) Day On Site Training
- Familiarization Guide

3.3.1.3 Paladin Plug In Module - Crystal Reporting. Generates presentation quality reports of Paladin V data.

3.3.1.4 Paladin Plug In Module – Arc Flash Energy. Real time power system reporting that monitors power system compliance with: OSHA, NFPA, 70E, NEC and IEEE 1584 Standards

3.3.1.5 Paladin Designer Software, License

Protective device coordination study tool for design, and circuit breaker coordination, of power systems.

3.3.1.6 Paladin VI Enterprise Server Software, License, configuration and integration.

The system shall allow a single Server cable of supporting up to 250,000 inputs (40,000 included with base configuration) located at a centralized site receiving data from multiple APMS sites with existing Paladin V Servers. Provides architecture for data access from PALADIN V servers located throughout the enterprise via TCP/IP intranet or internet. Data accessed by PALADIN V Servers and forwarded to the Paladin VI Enterprise Server for centralized monitoring and data storage.

- Thin Clients configured to display the entire enterprise, regions with appropriate sites or individual sites depending on the user requirements
- Enterprise System / Manager of Managers: The system shall be configured as a distributed system with Paladin Servers deployed at APMS sites for local data access and storage.
- The Paladin VI Enterprise Server shall be able to receive data and alarms from the Paladin V Servers so that information is accessed, managed and stored at both the local site(s) and the central monitoring site.
- This configuration will allow for hot redundancy of the Paladin VI Enterprise Server so that there will be no interruption of operation if multiple Paladin VI Enterprise Servers are utilized.
- Authorized Thin Clients deployed anywhere on the network for views of each APMS Paladin V site.
- Centralized backup of all FAA sites – Each enterprise server will automatically backup the data and configurations from all the FAA APMS sites that are part of wide-area network.
- This centralized backup not only provides for secure backup of system configurations, but also provides an automated facility that will “download” a configuration to a server at an FAA local site restoring the configuration immediately in the event of catastrophic loss of the local server.
- Database consolidation – The Enterprise Server Paladin VI provides a centralized database to analyze, compare and report data from all FAA sites simultaneously.
- Global View – Enterprise Server will provide a “global view” of all connected FAA APMS facilities in combination with the “drill-down”/“bubble-up” approach to management so that the Enterprise locations can “see” alarms and events simultaneously with the local sites as well as “drill-down” into a specific site.
- Secure Connectivity – Using full 128-bit encryption all data is secure, safe and accurate.

3.3.1.7 Paladin VI Channel Up-Grade Software, License

Allow up-grade of 15,000 additional channels per license to expand capability of Paladin VI enterprise server software.

3.4 ARTCC Power Equipment Modeling and Site Survey **CDRL: E002 Site Modeling and Site Survey Report**

Perform an ACEPS site modeling and data gathering survey in accordance with Section J, Attachment J.2, Statement of Work for APMS Site Modeling Data Gathering Survey.

3.5 Programmable Logic Controller (PLC) Mapping **CDRL: E003 PLC Mapping Report**

Map PLCs in the ACEPS PLC cabinet to the Paladin V software registers in accordance with Section J, Attachment J.3, Statement of Work for APMS Programmable Logic Controller Mapping.

3.6 APMS Software Integration. **CDRL: E004 Software Integration Report**

The work consists of installing the APMS software, configure and integration of that software in accordance with Section J, Attachment J.4, Statement of Work for APMS Software Integration and Configuration. The tasks under APMS Software Integration are:

- Software Integration
- Site Inspection
- System Start-up

3.7 Warranty

Service warranty on the APMS Paladin V software and drivers. 3-year service contract, from date of APMS on-site startup, with 24-hour in the continental United States response time; and 36-hour outside the continental United States (OCONUS) response time, following receipt of service call from the Government. OCONUS is defined as Alaska. See Section G, Paragraph G.7 (b) for warranty terms.

3.8 Technical and Administrative Supply Support Assistance

The Contractor shall provide software and firmware technical assistance to FAA, AJW-2200 (Power Services Office), and AML-4030 organizations as directed by the FAA CO/COTR, for technical documentation, engineering, operational, logistical supply support, and maintenance support of software/firmware not already included elsewhere in the contract. Such technical assistance shall consist of the following:

- In-Plant Non-Emergency Technical Assistance
 - Establishment of a telephone service, which provides technical experts who are fully prepared and equipped to provide guidance to FAA personnel in resolving engineering requests, operational support, and maintenance support. Once a request is made, the technical experts shall respond to the request within four (4) working hours from the time that the request is received. This assistance will be provided from 9:00 AM to 5:00 PM Central Standard/Daylight Time, Monday through Friday (this support is not required on Federal Holidays).
- In-Plant Emergency Technical Assistance (Restoration)
 - Establishment of a pager number to request assistance from technical experts who are fully prepared and equipped to provide guidance in the restoration of an FAA facility. Restoration is defined as "all activities required to return a service or facility to operational status following a facility or service interruption". Once a request is made, the technical experts shall contact the requiring facility (using a phone number provided, within two (2) hours from the time the emergency request is received. This assistance will be provided twenty-four (24) hours a day, seven (7) days a week.
- On-site Technical Assistance
 - Service 01. Emergency physical on-site support for the restoration of a facility from the nearest qualified source shall be provided by the Contractor within 24 hours from the authorization of the Contracting Officer Technical Representative (COTR)/Contracting Officer (CO).
 - Service 02. Non-Emergency physical on-site support for engineering requests, operational support, logistical supply support, or maintenance support from the nearest

qualified source shall be provided by the Contractor within 5 working days from the authorization of the Contracting Officer Technical Representative/ Contracting Officer.

- Documentation
- Commercial & Technical Documentation - **CDRL:L005 Commercial Support Documentation**
- The Contractor shall provide, with each APMS System or unit ordered, one copy of the applicable Installation and Operations manual(s) and other such applicable hardware, software and firmware documentation. The Government shall have full and complete rights to all system software, system hardware, system firmware and all supporting documentation. The Contractor shall furnish to the government any hardware, software or firmware necessary to alter or modify the "application" software. The "executable" source code shall be furnished. The executable code shall be properly annotated and commented. The Government shall have the right to reproduce, copy, alter, use, or modify all data, documentation, software, hardware and firmware. The Government agrees to maintain this data in a reasonable secure manner and agrees not to divulge the data to any competitors. The manufacturer shall be required to license the Government to use all applicable software.
- When requested, the Contractor shall provide the Government copies of all documentation (current version as of the delivery date and as defined in paragraph 10.2 of Data Item Description (DID) DI-FAA CSD-001) for the vender's product as listed in Schedule B of this contract. This delivery shall constitute the Documentation Baseline for the vender Product Line. After delivery of the above baseline set, the Contractor shall deliver updates in accordance with the Contractor's normal update process and schedule.

All materials provided to the Government shall be free of all encumbrances, to include any prohibition on reproduction or use by the FAA for official Government purposes.

3.9 Training and Training Support

3.10.1 Introduction **CDRL:T001 Training Course Material**

This section documents the Federal Aviation Administration's (FAA) requirements for Paladin V and Paladin Designer software training. Vendor must provide a training facility.

ARTCC Power Monitoring System (APMS) Factory Training.

FAA technicians will perform all of the tasks that the equipment Contractor's Customer Service Engineer or Field Service Representative perform during an assistance visit to a customer site(s). Training shall include, but are not limited to, inspection of hardware, troubleshoot/diagnosis of software, configuration of software to add or remove equipment from monitoring; validation and certification (if applicable) that the system is operational and available for operation, and operation of the monitoring software.

ARTCC Power Monitoring System (APMS) on-Site Training.

This training is conducted at the FAA's facility using the FAA's APMS equipment. Training shall include, but are not limited to, inspection of hardware, troubleshoot/diagnosis of software, configuration of software to add or remove equipment from monitoring; validation and certification (if applicable) that the system is operational and available for operation, and operation of the monitoring software.

3.10.2 General Training Information

3.10.2.1 Environmental Occupational Safety and Health (EOSH)

All COTS training material developed, revised, or used by the Contractor shall meet or exceed the appropriate Occupational Safety and Health Administration (OSHA) regulations (see OSHA 29CFR1910.178(g), OSHA 29 CFR 1910.305(I)(7), and OSHA 29 CFR 1926.403(A)). OSHA Safety Regulations shall also be integrated into course content, as appropriate. All instruction shall emphasize

each person's accident prevention responsibilities, both as an individual and as a representative of the FAA.

3.10.2.2 Copyrighted Material

All COTS training material shall be free from all encumbrances that prohibit or limit their reproduction or use by the Government for training purposes. These encumbrances shall include, but not be limited to, copyrighted materials, registered documentation, and software. At final delivery, the Contractor shall provide written verification that the above requirements have been met. All material developed for the FAA shall be the sole property of the FAA and shall not be used by the Contractor for any purpose other than as stated in the contract.

3.10.2.3 Course Schedule **CDRL: T002 Training Course Syllabus**

For classroom delivery, FAA training shall be scheduled for 8 hours per day for five workdays per week, unless otherwise specified. Federal holidays shall not be class days and shall not be absorbed in the overall course length. The FAA will establish class start and stop times and class days. Class instruction periods for lecture shall normally be 50 minutes duration with a 10-minute break between periods of instruction. Length of practical application (laboratory exercises) may vary as necessary. Course instruction, testing, and any required remediation shall be included in this time frame.

The Contracting Officer (CO) will advise the Contractor of the requirement for a course at least 60 days prior to the required date after coordination with the FAA Training Division.

3.10.2.4 Contractor-Furnished Training Site(s) and Facilities

Any training sites and/or facilities furnished by the Contractor are subject to inspection and approval by the FAA CO, or designee, during the contract period. The initial inspection will be conducted during the Post-Award Training Conference. The following site/facility conditions will be appraised: space, lighting, noise, heating and cooling, safety of environment, furniture, cleanliness and sanitation. Training aids, such as chalkboards, overhead projectors, viewgraphs, etc., as identified in training documentation, shall be provided by the Contractor.

3.10.2.5 Student-To-Instructor Ratio

The student-to-instructor ratio shall be no greater than 10 to 1 for the classroom training and no greater than 10 to 1 for the lab portion.

PART I - SECTION D
PACKAGING AND MARKING

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

D.1 PACKING AND PACKAGING

All deliverables (with the exception of those identified at D.2 and D.3 below) under this contract shall be preserved and packaged in accordance with the most economical and best commercial practices to assure delivery at the destination and to prevent deterioration and damage due to shipping, handling and storage hazards.

D.2 (Not Used)

D.3 (Not used)

D.4 REPORTS AND OTHER DOCUMENTATION

Reports and other documentation, including Contract Data Requirements List (CDRL) items, shall be packaged, packed and marked to ensure arrival at destination in satisfactory condition. Containers and wrappings shall conform to best commercial practice.

D.5 MARKING OF REPORTS

The Contractor shall mark all reports as follows:

- (a) Task/Delivery Order number
- (b) Report Title
- (c) Contract Number
- (d) Date
- (e) Distribution

PART I - SECTION E

INSPECTION AND ACCEPTANCE

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.4-2 Inspection of Supplies (November 1997)

3.10.4-3 Inspection of Supplies-Cost Reimbursement (April 1996)

3.10.4-4 Inspection of Services – Both Fixed-Price & Cost Reimbursement

3.10.4-5 Inspection—Time-and-Materials and Labor-Hour (April 1996)

3.10.4-14 Assignment of a Quality Reliability Officer (QRO)

3.10.4-16 Responsibility for Supplies

E.1 INSPECTION AND ACCEPTANCE

Inspection of the supplies and services to be furnished hereunder will be made by the Contracting Officer's Technical Representative and acceptance will be made in writing by the Contracting Officer upon successful completion of all delivery and task orders.

E.2 INSPECTION AND ACCEPTANCE OF DOCUMENTS

Inspection and acceptance of documents shall be in accordance with each CDRL.

E.3 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997)

CLA.1908

- (a) Final inspection and acceptance shall be at destination.
- (b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the following AMS clauses: Inspection of Supplies--Fixed-Price (3.10.4-2), Inspection of Services--Fixed-Price and Cost Reimbursement (3.10.4-4), and Inspection—Time-and-Materials and Labor-Hour (3.10.4-5).

PART I - SECTION F
DELIVERIES OR PERFORMANCE

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-11 Government Delay of Work (April 1996)

F.1 AUTHORIZED PERFORMANCE (JAN 1997) (R)

CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery or task order by an authorized Contracting Officer of the Federal Aviation Administration. Orders issued orally or by written telecommunications shall reference a formal delivery or task order number and shall be confirmed by issuance of the formal delivery order. Reference Statement of Work Section 3.5.3.7 CDLS Delivery Requirements.

**F.2 CHANGE TO INDIVIDUAL DELIVERY ORDER
 SCHEDULE (JAN 1997)**

CLA.1137

(a) The delivery schedule(s) of all delivery and task orders issued hereunder shall be established in accordance with the terms of the contract.

(b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery or task order(s) shall be amended in writing accordingly.

(c) A delivery or task order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.

(d) This clause shall not limit the Government's rights under the Default clause.

F.3 PLACE OF PERFORMANCE

The effort required by this contract shall be performed at the contract facility and various FAA locations and will be specified in the individual task/delivery orders.

F.4 DELIVERABLES/DELIVERY SCHEDULES

Deliverables/delivery schedules for equipment and services are specified below:

(a) CLINs 0001. Complete Site Modeling and Site Survey task within 30 calendar days of receiving task order.

(b) CLIN 0002. Programmable Logic Controller (PLC) Mapping within 30 calendar days of receiving task order.

(c) CLIN 0003. Software Integration task completed within 60 calendar days of receiving task order.

- (d) CLIN 0004. Deliver software licenses within 14 calendar days from receipt of delivery order.
 - (e) CLIN 0005. Deliver software license within 14 calendar days from receipt of delivery order.
 - (f) CLIN 0006. Deliver software licenses within 14 calendar days from receipt of delivery order.
 - (g) CLIN 0007. Deliver software licenses within 14 calendar days from receipt of delivery order.
 - (h) CLIN 0008A and 0008B. Deliver software licenses within 14 calendar days from receipt of delivery order.
 - (i) CLIN 0009A. Provide factory training 60 calendar days following receipt of task order.
 - (j) CLIN 0009B. Provide on-Site training 30 calendar days following receipt of task order.
 - (k) CLIN 0010. In-Accordance-With (IAW) SOW 3.1.3.
 - (l) CLIN 0011. Continuous 24/7 operation; ongoing routine business practice of vendor.
 - (m) CLIN 0012. IAW SOW 3.8c.
 - (n) CLIN 0013 and CLIN 0014. Delivery schedule IAW task order for CLINs 0009B, 0010 and 0012.
 - (o) CLIN 0015. Delivery schedule IAW delivery order for CLIN 0012.
 - (p) CLIN 0016 through 0023 delivery IAW CDRL resulting from a delivery order.
- (Note: Deliverables/Delivery schedules cited in (a) through (p) above apply to corresponding CLINs for Options I through IV identified at B.4)*

F.5 ACCELERATED DELIVERY (JAN 1997)

CLA.1817

Any Schedule for delivery or performance may be expedited upon executing the proper co-ordination(s) with the appropriate Government representative (COTR, or designated site personnel), at no additional cost to the Government.

F.6 CONTRACT PERIOD (JAN 1997) (R)

CLA.1604

The effective period of this contract is one (1) year from the date of contract award with four (4) subsequent 1-year option periods to be exercised at the discretion of the Government.

F.7 EQUIPMENT DELIVERY (Not Applicable)

F.8 F.O.B. POINT (JAN 1997)

CLA.2015

The contractor shall deliver each item F.O.B. Destination within the 48 contiguous United States.

F.9 DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS (R)

CLA.1259

(Applicable only to shipments outside the contiguous 48 states and the District of Columbia)

(a) When a place of delivery is changed in accordance with the Changes clause of this contract, the contract price shall be adjusted pursuant to that clause for any resulting increase or decrease in the cost of performance. No adjustment shall be made for changes in transportation costs when supplies are identically priced for delivery regionally or nationally and the place of delivery is changed within the area to which the identical price applies. In all other cases, price adjustments due to changes in transportation costs shall be determined by comparing the cost of--

(1) Shipments to the new destinations as evidenced by copy of paid freight bills to be supplied by the Contractor with the invoice; and

(2) Shipments to the original or old destination as evidenced by copy of the appropriate paid freight bills to be supplied by the Contractor, or, in the event no shipments were made, as evidenced by the applicable rates of a common or contract carrier. If carrier rates are not publicly filed with any regulatory body, (e.g., interstate shipments moving by rail piggyback service) the Contractor shall provide a copy of the contract, letter agreement or other written communication from carriers quoting the rates/changes that would have been applied for shipments to the original or old destination.

(b) If (1) shipments to the new destination are made by the Contractor's owned or leased trucks and/or (2) shipments to the original destination were made or would have been made by the Contractor's owned or leased trucks, the Contractor shall so certify. The Government shall make an appropriate adjustment in contract prices for payment purposes by substituting a rate equal to 70 percent of the lowest applicable rate published in common carrier tariffs as of the date of shipment for the Contractor's actual rate or contemplated transportation costs.

(c) If any or all of the following data are not clearly shown on, or available from, copies of paid freight bills for each diverted shipment, the Contractor shall supply a statement showing the--

- (1) Full name of the carrier or carriers in the routing;
- (2) Number of containers;
- (3) Gross shipping weight;
- (4) Actual date of shipment; and
- (5) Freight description for the supplies as indicated in the "National Motor Freight Classification" or the "Uniform Freight Classification" (Rail).

F.10 PRINCIPAL PLACE OF TRAINING

The contractor shall provide on-site training at locations designated by the respective task/delivery order. Where training may be required at the contractor's facility the contractor shall designate below the location of such place of performance where training will be conducted.

Type of Training
(School/Training Facility)
Uninterruptible Power Supply

Location
(City and State)

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-22 Contracting Officer's Technical Representative (January 2008) (January 2008)

G.1 ORDERING PROCEDURES

- (a) General. Task/delivery orders will be issued for services and supplies to be performed/furnished under this contract. Generally, the Contracting Officer will issue task orders in order of priority, which may be periodically updated, during the performance period of the contract. Concurrent accomplishment of more than one task at a time may be required. The contractor shall perform the tasks in the priority order unless written approval is received from the Contracting Officer to deviate from the priority order.
- (b) Ordering Procedures.
 - (1) The task/delivery order will be signed, dated and issued by the Contracting Officer. Each task/delivery order will contain the following information:
 - (i) Proposed completion or task/delivery date;
 - (ii) Proposed travel costs;
 - (iii) An appropriate task/delivery order number and a reference to this Contract Line Item Number (CLIN).
 - (iv) A description of the services to be performed presented in a Task Performance Work Statement format. Any special requirements relating to the specific task to be performed.
- (c) Task/delivery orders may be issued under this contract by the Contracting Officer at any time within the term of this contract or any extension under the option clause.
- (d) Whenever, in the opinion of the Contracting Officer, the need for services is an emergency, the Contracting Officer may issue a task-delivery order, with a copy of the Task Performance Work Statement attached, directing the Contractor to proceed with performance of the work specified. Such task/delivery order will specify a ceiling price. The contractor will proceed with the performance of the work required by task/delivery order. The contractor will submit a task proposal within 20 calendar days from the date of receipt of the task/delivery order. Following receipt of the contractor's task proposal, negotiations, if required, will be conducted to establish a new ceiling price.
- (e) Any completion-type task/delivery order (performance work statement must state a definite goal of target and specify an end product) issued during the term of this contract and not completed within that term shall be completed by the contractor within the term specified in the task/delivery order. The rights and obligations of the contractor and the FAA regarding that task/delivery order shall be completed during the effective term of this contract.

- (f) Expenditures. In performance of orders, the Contractor shall not incur costs in excess of the funds provided in each order. In performance of each order, Government liability, except for issue being disputed, shall be limited to amounts cited in the order schedule.

G.2 OPTION TO EXTEND SERVICES (JAN 1997)

CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.3 INVOICING PROCEDURES - GENERAL (JAN 2002)

CLA.0135

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

- (1) The original to:

Federal Aviation Administration
Ken Carter, AJA-47
800 Independence Ave, SW
Washington DC 20591

- (2) Two copies to:

DOT/FAA AMZ - 110
Accounts Payable Branch
PO Box 25710
Oklahoma City, OK 73125

- (3) One copy to:

FAA, Program Manager (AJW-2200)
800 Independence Ave., SW
Washington DC 20591

- (b) Each invoice shall highlight the following information:

- (1) Contract number and applicable Delivery Order number.
- (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
- (3) Extended totals for invoiced quantities.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

G.4 AVAILABILITY AND USE OF FAA FACILITY SERVICES AND UTILITIES.

(a) The contractor may use existing utilities without charge, if available; however, the contractor at his/her own expense and in a manner satisfactory to the Contracting Officer, shall furnish, install, and

maintain all necessary temporary connections and distribution lines, and shall remove same prior to final acceptance of the on-site work. These utilities are limited to four 120 volt, 20 amp outlets.

(b) The contractor may use the facility restroom(s) and cafeteria.

(c) The contractor will not be assigned a phone or phone service.

(d) The contractor will be assigned a work area within the facility for temporary office space. Unless indicated otherwise this temporary office area/space will be at least 48 square feet.

(e) The contractor will be allowed to park two vehicles within the FAA facility general parking area. Contractor must obtain parking permit from each FAA facility security office.

G.5 WARRANTY - PRODUCTS (JAN 1997) (REVISED/TAILORED)

CLA.4530

(a) The contractor warrants that by its standard commercial warranty the products ("products" includes software, software integration services, software configuration services) conform to contract requirements. The contractor also warrants that products are free of design defects (except defects in FAA-provided final designs) and defects in materials or workmanship.

(a) Software Integration, CLIN 0003, and corresponding CLINs in Option Contract years 1 through IV. Vendor shall include a three (3) year Service Agreement on the Integration software system installed on the site. The warranty includes all replacement or corrected software, labor (factory and on-site), travel costs, and per Diem costs to correct the software problem.

(b) Software, CLINs 0004, 0005, 0006, 0007, and 0008; and corresponding CLINs in Option Contract years 1 through IV. Vendor shall include a three (3) year Software Service Agreement on software installed on the site. The warranty includes all replacement or corrected software, labor (factory and on-site), travel costs, and per Diem costs to correct the software problem.

(c) Software upgrades, CLINs 0004, 0005, 0006, 0007, and 0008; and corresponding CLINs in Option Contract years 1 through IV. Vendor shall include a three (3) year Software Service Agreement which provides customer with software upgrades for the software specified above as they are available. See SOW paragraph 3.8.

(e) The rights and remedies of FAA provided in this clause are in addition to and do not limit any rights afforded to FAA by any other clause of this contract or under applicable Federal or State law, including the Uniform Commercial Code.

PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

H.1 FAA FACILITY REGULATIONS (JUL 2001)

CLA.3402

Contractor personnel, including employees of subcontractors, suppliers, etc., working or visiting an FAA facility, shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

H.2 SECURITY – ESCORTED ACCESS ONLY (SEPTEMBER 2003)

CLA.4553

(a) Definitions.

(1) *Access* – In general the term “access” is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.

(2) *Classified information* – means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified Information.

(3) *Contractor employee as used for personnel security* – any person employed as or by a contractor, subcontractor or consultant in support of the FAA.

(4) *FAA Facility as it applies to personnel security* – any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.

(5) *Operating Office* – a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.

(6) *Resources* – FAA resources includes a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.

(7) *Sensitive Information* – any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

(b) It has been determined by the operating office, in conjunction with the Servicing Security Element (SSE), and in accordance with FAA Order 1600.72, that all positions under this contract are low risk (as designated on the FAA Form 1600-77) and seasonal, per diem, temporary, or intermittent and will not exceed 180 days in either a single assignment or a series of assignments and will be exempt from investigation. Therefore, all services or work performed under this contract that are performed at an FAA facility or that involve access to FAA sensitive information, restricted areas, or resources will be done only while under the escort of an authorized FAA employee or an appropriately cleared contractor employee.

(c) This determination does not preclude the SSE from investigating contractor employees under the normal investigative requirements, if it is determined that the contractor employee will require unescorted access to sensitive FAA information, resources and Automated Information Systems, and/or unescorted access to FAA facilities.

(d) If it is determined that the contractor's employees require an investigation, then this contract will be modified to include the applicable security and suitability clauses.

(e) It is the responsibility of the escort to keep the escort-required contractor employee or other person in plain view at all times and must be constantly aware of the contractor employee's or other person's actions. The contractor will not allow any contractor employee unescorted access to FAA facilities, restricted areas, sensitive information or resources.

(f) The contract employee shall not have access to classified information.

(g) For all foreign nationals requiring escorted access to an FAA facility under this contract, the contractor shall furnish the following information to AMC-700, Security and Investigations Division, one week in advance of their proposed escorted access: name, alias(es), SSN, date and place of birth, country(ies) of citizenship, alien registration number, date and place of entry into the US, contract name and contract number.

(h) The contract employee shall comply with all applicable DOT, FAA, and local security directives while performing work under this contract.

H.3 SPECIAL DEFINITIONS

(a) "Contractor's Cost" means the net cost to the contractor (after deducting cash or trade discounts, rebates, commissions and any other allowances and credits available to the contractor, regardless of date purchased, plus properly identified and supported freight or transportation costs) for parts acquired by the contractor for performance under this contract. Also see AMS Clause 3.3.1-5,

(b) "Direct Labor Hours" means those hours of labor which are identifiable as being performed directly on an item of the contract and which serve as the basis for payment of the Daily Rate set forth in Section B. The method of charging direct labor hours to this contract must conform to the contractor's accepted normal accounting practices and procedures, and allow for verification to the sources of the costs incurred. The term Direct Labor Hours does NOT include time for the indirect work of overhead and supervisory employees such as officers, engineers, supervisors, foremen, quality control inspectors, material handlers, clerks, typists, timekeepers, watchmen and truck drivers.

(c) "Direct Material" means those materials that are not encompassed by the definition of "Indirect Materials."

(d) In conjunction with (a),(b)&(c) above, see AMS Clause 3.3.1-5, Payments Under Time-and-Materials and Labor-Hour Contracts, at Section I. Additionally, any reference to subcontracts or material handling costs under these CLINs shall be IAW 3.3.1-5.

H.4 ECONOMIC PRICE ADJUSTMENT (SUPPLIES)

(a) This clause becomes operative upon the government's exercise of any option as set forth in Section B and upon the annual update of prices as contemplated herein.

(b) The contractor warrants that the unit prices stated in the Section B for CLINs 0004 through 0009 and corresponding CLINs for Options I through IV identified at B.4 are not in excess of the contractor's/supplier's applicable established distributor's prices in effect on the contract date for like quantities of the same item. The term unit price excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term *established distributor's price* means a price that (1) is an established catalog or published price to the contractor's distributors for a commercial item sold in substantial quantities to the general public, and (2) is the net price after applying any standard trade discounts offered by the contractor to its distributors.

(c) If the contractor's applicable established price reflects an increase or decrease as of the award date each year, the corresponding contract unit price shall be increased or decreased accordingly. The

contractor shall provide written notice to the Contracting Officer of the actual increase or decrease to the established price of each CLIN along with a copy of the corresponding established distributor's price list. The contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased or decreased contract unit price shall be effective on the effective date of the new contract period, i.e., first day of the option period, provided that the contractor's written notification is received not later than 60 days prior to the first day of the contract period each year in accordance with B.2(c). If the written notification is received later than 60 days prior to contract expiration, except that if the adjustment resulted in a decrease, the effective date would be retroactive to the first day of the contract term.

(3) The increased or decreased contract unit price shall not apply to orders placed prior to the effective date of the modification.

(4) No modification increasing a contract unit price shall be executed under this paragraph (b) until the Contracting Officer verifies the increase in the applicable established price.

II.5 REIMBURSEMENT OF TRAVEL COSTS (DEC 2003)

CLA.4531

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The Government will reimburse the contractor for travel costs, as specified in this clause, that are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

(a) Travel under this clause must be funded under the contract/order and then authorized in advance by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) before travel costs are incurred and charged as a direct contract cost. All travel-related expenses claimed for reimbursement shall be separately identified by individual, by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items for reimbursement at actual cost. Unless directed otherwise, in writing, by the CO or COTR, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.

(b) Government reimbursements for claimed travel costs, including per diem, will be made in accordance with the FAA's Travel Policy (FAATP), as amended, issued by the Federal Aviation Administration and maintained on its website, http://www2.faa.gov/aba/html_tp/index.html. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the FAATP transportation rates in effect at the time the travel is accomplished, plus necessary tolls, or at the total constructive cost of common carrier transportation, whichever is most advantageous to the Government.

(c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to the cost principles contained in the FAA's Acquisition Management System.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit or indirect costs, with the exception of a nominal handling charge. Nominal handling charges may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

II.6 FAA FACILITY CONTRACTOR WORKING HOURS

All work shall be performed during the normal work hours. The normal work day is 8-hours; starting times are facility depended; but usually starts between 0700 and 0900, Monday through Friday, excluding

Federal holidays, unless otherwise specified in the task order. Any work performed by the Contractor outside normal working hours shall be at the Contractor's expense. Accordingly, no work shall be scheduled or performed on Saturdays, Sundays, or any Federal holidays, without prior written approval. The work request shall be submitted to the CO or COTR 72-hours prior to beginning work. The contractor must refer to the Contracting Officer any requests from occupants of buildings included in the contractors work area to change the hours of work.

H.7 CEILING PRICE (JAN 1997)

CLA.0120

Notwithstanding the provisions of AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts, incorporated by reference in Section I, the ceiling price required there in is applicable to and will be established for each delivery order issued hereunder and will vary depending on the work to be performed.

H.8 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998)

CLA.4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.9 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002)

CLA.4551

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

H.10 QUALIFICATIONS OF EMPLOYEES (DEC 2002)**CLA.4552**

The Contracting Officer will provide notice to the Contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Contractor shall take appropriate action, including the removal of such employees from working on this FAA contract, at their own expense. The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

H.11 FAA STUDENT ATTENDANCE OF CONTRACTOR TRAINING

- (a) The contractor shall provide training for FAA personnel described at paragraph 3.10 of the SOW IAW the task/delivery schedule established in the task/delivery order.
- (b) Exact training dates will be by mutual agreement of the parties.
- (c) Required training contemplated by the FAA is as follows:

<u>CLIN</u>	<u>Quantity</u>
0009A. (Contractor's facility)	NTE 10 students per class
0009B. (FAA On-site)	NTE 10 students per class

- (d) In the event of conflict, such as equipment malfunction, weather, or unavailability of FAA students, training dates will be rescheduled to other mutually agreeable dates.

- (e) The FAA reserves the right to cancel scheduled classes or individual student enrollments at no cost upon providing at least 30 calendar days notification prior to scheduled starting date of class.

H.12 NOTIFICATION OF ABSENCE, ILLNESS, INJURY, OR DEATH OF FAA STUDENTS (JAN 1997)**CLA.0148**

Procedures for communicating student absences, serious illness, injuries, or death to an FAA student shall be as follows:

- (a) In the event that an FAA student has been scheduled for training and does not arrive to begin training by noon local time, the contractor shall immediately notify the designated Training Coordinator's (TC) office.
- (b) In the event an FAA student is absent from class for any reason and has not notified the instructor in charge, the contractor shall immediately notify the TC's office.
- (c) Whenever a student becomes ill or is injured, the contractor shall immediately notify the TC's office.
- (d) In the case of the death of a student, the contractor shall contact immediately the student's home duty office and the TC's office.

PART II - SECTION I CONTRACT CLAUSES

3.1-1 **Clauses and Provisions Incorporated by Reference (December 2005)**

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- 3.1.7-2 Organizational Conflicts of Interest (August 1997)**
- 3.1.7-5 Disclosure of Conflicts of Interest (May 2001)**
- 3.1.8-1 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (September 2000)**
- 3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (September 2000)**
- 3.2.2.3-8 Audit and Records (July 2004)**
- 3.2.2.3-25 Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data (July 2004)**
- 3.2.2.3-27 Subcontractor Cost or Pricing Data (July 2004)**
- 3.2.2.3-29 Integrity of Unit Prices (July 2004)**
- 3.2.2.3-30 Termination of Defined Benefit Pension Plans (July 2004)**
- 3.2.2.3-33 Order of Precedence (July 2004)**
- 3.2.2.3-36 Reversing or Adjusting Plans for Postretirement Benefits Other Than Pensions (PRB) (July 2004)**
- 3.2.2.3-37 Notification of Ownership Changes (July 2004)**
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)**
- 3.2.2.8-1 Material Requirement (October 2007)**
- 3.2.4-34 Option to Extend Services (April 1996)**
- 3.2.5-1 Officials Not to Benefit (April 1996)**
- 3.2.5-3 Gratuities or Gifts (January 1999)**
- 3.2.5-4 Contingent Fees (October 1996)**
- 3.2.5-5 Anti-Kickback Procedures (October 1996)**
- 3.2.5-6 Restrictions on Subcontractor Sales to the FAA (April 1996)**
- 3.2.5-6/Alt 1 Restrictions on Subcontractor Sales to the FAA (April 1996)**
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)**
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)**
- 3.3.1-1 Payments (April 1996)**
- 3.3.1-12 Limitation of Cost (April 1996)**
- 3.3.1-15 Assignment of Claims (April 1996)**
- 3.3.1-17 Prompt Payment (January 2008) (January 2008)**
- 3.3.1-33 Central Contractor Registration (April 2006)**
- 3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (October 2005)**
- 3.3.2-1 FAA Cost Principles (October 1996)**
- 3.4.1-11 Insurance--Liability to Third Persons (October 1996)**
- 3.5-13 Rights in Data-General (October 1996)**
- 3.6.1-3 Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (September 2001)**

- 3.6.1-4 **Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan** (April 2007)
- 3.6.2-4 **Walsh-Healey Public Contracts Act** (April 1996)
- 3.6.2-9 **Equal Opportunity** (August 1998)
- 3.6.2-12 **Affirmative Action for Special Disabled and Vietnam Era Veterans** (April 2007)
- 3.6.2-13 **Affirmative Action for Workers With Disabilities** (April 2000)
- 3.6.2-14 **Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era** (April 2007)
- 3.6.2.35 **Prevention of Sexual Harassment** (August 1998)
- 3.6.2-37 **Notification of Employees' Rights Concerning Payment of Union Dues or Fees** (April 2007)
- 3.6.2-38 **Certification of Knowledge Regarding Child Labor End Products** (July 2007)
- 3.6.3-2 **Clean Air and Clean Water** (April 1996)
- 3.6.4-2 **Buy American Act--Supplies** (July 1996)
- 3.9.1-1 **Contract Disputes** (November 2002)
- 3.9.1-2 **Protest After Award** (August 1997)
- 3.10.1-7 **Bankruptcy** (April 1996)
- 3.10.1-12 **Changes--Fixed-Price** (April 1996)
- 3.10.1-13 **Changes--Cost-Reimbursement** (April 1996)
- 3.10.1-14 **Changes--Time and Materials or Labor Hours** (April 1996)
- 3.10.1-25 **Novation and Change-of-Name Agreements** (October 2007)
- 3.10.2-1 **Subcontracts (Fixed-Price Contracts)** (April 1996)
- 3.10.6-1 **Termination for Convenience of the Government (Fixed Price)** (October 1996)
- 3.10.6-3 **Termination (Cost-Reimbursement)** (October 1996)
- 3.10.6-4 **Default (Fixed-Price Supply and Service)** (October 1996)
- 3.10.6-7 **Excusable Delays** (October 1996)
- 3.13-5 **Seat Belt Use by Contractor Employees** (January 1999)
- 3.1.7-6 **Disclosure of Certain Employee Relationships** (October 2006)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

(End of clause)

3.2.2.3-75 Requests for Contract Information (July 2004)

Any contract resulting from this SIR is a public document, subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552. Unless covered by an exemption described in the Act, the Contracting Officer (CO) may release all information contained in the contract, including unit price, hourly rates and their extensions, to the public on request. Offerors (you) are urged to mark any sensitive documents you submit in response to this SIR that you consider to be trade secrets, proprietary information, or privileged or confidential financial information.

3.2.4-16/Alt 1 Ordering (October 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the effective term of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce.

(d) The provisions of the clauses entitled "Limitation of Costs", "Limitation of Funds", and "Allowable Cost and Payment" shall apply to individual delivery orders or task orders.

3.2.4-17 Order Limitations (OCT 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$750,000;

(2) Any order for a combination of items in excess of \$2,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

3.2.4-20 Indefinite-Quantity (July 1996)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there

is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after the final day of the contract term.

3.2.4-34 Option to Extend Services (April 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the original expiration period.

3.2.4-35 Option to Extend the Term of the Contract (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days of the current contract year expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months (5 years).

3.3.1-33 Central Contractor Registration (January 2008) (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee

shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not

alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (October 2005)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

- (i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in

accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.9.1-2 Protest After Award (August 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the

period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
- (2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or
- (3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.